

Exhibit C
(Dkt. No. 42-3)
REDACTED

1 UNITED STATES OF AMERICA
2 NORTHERN DISTRICT OF CALIFORNIA
3

4 In the Matter of:)
5 UNITED STATES OF AMERICA,)
6 V.) Case No. 3:22-cv-3070TSH
7 TWITTER, INC.)
8 _____)
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15 VIDEOCONFERENCE DEPOSITION OF:
16 SETH WILSON
17 Taken on behalf of the Federal Trade Commission
18 May 5, 2023
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1 Q. Mr. Wilson, if I generally recall from the
2 last time we met, I believe you've been working -- or
3 you had been working at Twitter for roughly ten years.
4 Does that sound about right?

5 A. Yes. When I left, I was approximately --
6 about four months short of being at Twitter for almost
7 11 years.

8 Q. So you started around 2012; does that sound
9 right?

10 A. April of 2012.

11 Q. Okay. And when you started, what role did you
12 have?

13 A. I don't -- I don't recall my official title.
14 Twitter was very much a small start-up at the time.
15 But I was hired by Bob Lord mostly to run their
16 ISO 27002 program related to the original FTC consent
17 decree, as well as do third-party security reviews,
18 on-call duties. The security team was very small, so
19 you ended up having to wear a lot of different hats,
20 and I had a lot of different responsibilities.

21 Q. And if you remember, at the time when you
22 first started, was there a particular team or division
23 that you were part of?

24 A. The team was officially called the information
25 security team, or infosec for short.

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1 Q. And at some point, did you change roles?

2 A. I did, yes.

3 Q. And how did that change?

4 A. So after -- after I'd had my first child --
5 and this was in 2017 -- I came back from paternity
6 leave, and I had an opportunity [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
9 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

17 So that was really like the start, the start
18 of that change of moving from an individual
19 contributor engineer-type role to a more management
20 role.

21 Q. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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[REDACTED]

15 (Clarification by the reporter.)

16 THE WITNESS: Summer of 2021.

17 COURT REPORTER: Thank you.

18 BY MS. KIM:

19 Q. So at that time -- let's say roughly the
20 summer of 2021 -- you were managing managers, and your
21 team had grown to about 30 to 35 employees; is that
22 correct?

23 A. I would say 30 to 35 just pre-acquisition.

24 Q. Okay.

25 A. So you're looking at 2022 time frame, yeah.

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1 left.

2 Q. [REDACTED]
[REDACTED]
[REDACTED]

5 MS. LONDON: Objection to form.

6 Compound.

7 BY MS. KIM:

8 Q. Do you understand the question, or do you want
9 me to rephrase?

10 A. Maybe rephrase it a bit.

11 Q. Okay.

12 A. I think I understand what you mean.

13 Q. Okay. Let me -- we'll start big and winnow
14 down.

15 S [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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7 A significant number of people within my
8 organization decided to opt out on, like, the "fork in
9 the road" email that I believe came on November 16th,
10 if memory serves.

11 I can't speak to those individuals'
12 decision-making and rationale. But it's worth noting
13 that a significant number of individuals -- a majority
14 of individuals within my organization were remote in
15 Boulder, Colorado; North Carolina; New York; Texas;
16 Florida. A lot of them had concerns about being
17 forced, you know, to move, like, back to San Francisco
18 and were more risk-averse. And so that was a safer
19 decision for them.

20 Q. Can you just, so we have it on the record,
21 explain what you meant by the "fork in the road" email
22 that came in around mid-November?

23 A. Yeah. So my -- I was first aware of the email
24 -- I think it came in -- it came in midnight. I
25 believe it was on the -- I believe it was on a

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1 Wednesday, the 16th. But, again, I'm doing my best
2 with dates. And one of my colleagues -- one of my --
3 one of the individuals in my org texted me and just
4 said, "Well, it's been a great run."

5 And then I read the email. Again, because,
6 like, a lot of us weren't sleeping, so I was up. I
7 saw the text and read the email. And, essentially,
8 like -- I'm paraphrasing it, but, you know, Elon had
9 sent an email to everybody in the team that he wanted
10 -- it was an opt-in or opt-out -- or if you did not
11 reply, you opted out -- into being, like, hardcore.
12 And if you wanted to be a part of Twitter 2.0, that
13 means going all in on the vision and being hardcore.

14 So, essentially, he was giving employees that
15 weren't laid off an option to resign and get a -- and
16 get a severance package.

17 Q. And do you recall that there were a number of
18 people who were laid off in early November of '22,
19 shortly after the acquisition took place?

20 A. Yes, very much so.

21 Q. Did any of those layoffs impact TMO?

22 A. Only one.

23 Q. One person?

24 A. To the best of my knowledge.

25 Q. Okay.

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1 like, right away.

2 So Michael followed the onboarding process
3 that both Andy and I had come up with. Part of that
4 process was that you had to sign an NDA and you had to
5 receive a copy of the consent decree and then sign
6 that you've read it and received it.

7 Bari refused to do either of that, so Michael
8 called Andy directly. Then Andy contacted me, and we
9 got the right people involved from legal and
10 essentially put a pause on it until the following
11 week, where we would come up with a process to get her
12 the information that she needed without having her
13 having direct access.

14 Q. And when I ask this next question, just I
15 don't need to hear about, sort of, discussions you may
16 have had with legal. I want to focus on what your
17 direct involvement was.

18 On that Saturday when Michael Wilson was
19 called into the office and Bari Weiss was there, was
20 this San Francisco headquarters?

21 A. San Francisco.

22 Q. And you had said that Ms. Weiss was demanding
23 a certain type -- or she was demanding that she be
24 given access right away. Was that your testimony?

25 A. Correct. And this is -- this is -- Michael

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1 talked to me, like, directly about it. And I got --
2 you know, because I wanted to understand it from an
3 incident standpoint. So at that time -- I believe
4 this was on Monday, Monday morning -- I sat him down,
5 and I had him give me kind of an account of -- a
6 detailed account of what had happened on Saturday.

7 And that is -- that is what he -- that is what
8 he told me, that Bari was already waiting there; Elon
9 was not there; and that Bari was told by Elon that she
10 was to have access to Twitter systems to be able to
11 write a story.

12 Q. Was Ms. Weis accompanied or -- accompanied by
13 anybody else while she was waiting at the Twitter
14 offices on Saturday?

15 A. I was never -- I was not told. It's possible.
16 I do not believe so, though.

17 Q. What was Michael Wilson's sense of what type
18 of access she was supposed -- Mr. Musk wanted Bari
19 Weiss to be given?

20 A. Michael wasn't sure, and Bari wasn't sure
21 either.

22 Q. But the thought, at least at one point, was
23 that Bari Weiss was supposed to be given the same
24 laptop that any other Twitter employee would get?

25 A. That is correct.

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1 Q. With the same type of access that a regular
2 Twitter employee would have?

3 A. That is correct.

4 Q. And she was asked to sign an NDA as a
5 condition of getting that laptop, and she refused?

6 A. As a part of our onboarding process for Tesla
7 and SpaceX engineers that were coming in to help, Andy
8 and others, including myself, came up with a process
9 to be able to support the need to, like, quickly
10 create accounts but also do it in a way that we felt
11 was in compliance. And so part of that NDA process --
12 reading and then agreeing that you've read the consent
13 order -- was a part of that process.

14 And per my conversation with Michael is that
15 she refused to sign either.

16 Q. Either the NDA or the FTC -- a copy --
17 something acknowledging she had reviewed a copy of the
18 FTC consent order?

19 A. Yes. She refused to sign either.

20 Q. Do you recall there being some sort of
21 discussion about Bari Weiss being granted super admin
22 access on Slack?

23 A. Yes. I mean, super admin is not a thing, to
24 be clear. But I think the -- I think what they wanted
25 was the ability to do keyword searching through

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1 conversations in private Slack channels and one-to-one
2 direct messages, which would need elevated privileges
3 beyond just what a average employee might have.

4 Q. Was Ms. Weiss ever given that type of -- those
5 type of privileges?

6 A. To the best of my knowledge, she was not.

7 Q. So it was reported that Mr. Musk had directed
8 somebody at Twitter to give Bari full access to
9 everything at Twitter, no limits at all.

10 Do you recall hearing anything along those
11 lines in your conversation with either Michael Wilson
12 or anybody else who was involved?

13 A. I did hear that from both Andy and Michael,
14 but I do not have any direct account of hearing that
15 from either a written or verbal from Elon himself.

16 Q. Do you know whether Mr. Musk ever used Signal
17 to communicate, give directions or instructions
18 concerning business at Twitter?

19 A. I think deducting, based on conversations that
20 I'd had with Christopher Stanley and Josh from SpaceX,
21 who had very regular interaction with Elon, that
22 Signal was the preferred method of communication.

23 Q. Is it your sense that Bari Weiss wasn't given
24 the broad access that had initially been contemplated
25 because you and others at the company had objected to

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1 such an arrangement?

2 A. Yes. We put together a safer alternative,
3 which is what ended up occurring.

4 Q. Were there any other incidents or events or
5 things you heard that caused you to have concerns
6 about Mr. Musk's leadership of Twitter?

7 A. Related to the Twitter Files and executive
8 assistants, you know, for legal at the time came to me
9 and --

10 MS. LONDON: Whoa.

11 THE WITNESS: What's that?

12 MS. LONDON: Be careful. Is it someone
13 talking about legal issues?

14 THE WITNESS: No.

15 MS. LONDON: Okay.

16 THE WITNESS: They were concerned that
17 they were -- they were being given a lot of access and
18 being, you know, asked to do searches in Slack and in
19 other tools on behalf of, like, the Twitter Files.

20 At one point in time, Alex Stillings, at
21 the direction of Elon, you know, had asked that this
22 individual -- you have to assist in being given Slack
23 admin access to perform searches. And at the time,
24 you know, Alex Stillings attached a screenshot, a
25 photo from his phone that appeared to be, like, a text

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1 message from Elon that -- I'm paraphrasing, but it
2 said something along the lines of, you know, I want to
3 be very clear that Teng is to get -- needs to get
4 Slack admin access immediately, and anybody standing
5 in the way is to be fired.

6 That raised some concerns to me that,
7 more holistically, that people are likely going to get
8 pressure from an access standpoint to do things that
9 -- and be given access that maybe weren't commensurate
10 with their job responsibility.

11 BY MS. KIM:

12 Q. And this is Kang Taing, T-a-i-n-g?

13 A. T-e-n-g.

14 Q. And was this individual an executive assistant
15 for one of Musk's other companies --

16 A. For Sean --

17 Q. -- or has that -- pardon?

18 A. Sean Edgett.

19 Q. Okay. The former general counsel at Twitter?

20 A. Correct.

21 Q. Okay.

22 MR. ADAMS: And, obviously, I just want
23 to caution that to the extent we're talking about
24 Mr. Edgett's former assistant, it's already been
25 raised, but I just want to say again that we should be

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1 careful that we're not talking about communications
2 that were sent at the direction of Mr. Edgett.

3 MS. KIM: Understood.

4 BY MS. KIM:

5 Q. Were there any other instances or things you
6 heard or observed that led you to have concerns that
7 other people at Twitter would be pressured to provide
8 access in a way that may be not -- wouldn't be
9 appropriate?

10 A. This is the only -- the Twitter Files was the
11 only instance where I -- where I observed, you know,
12 this, like, sense of urgency, you know, where
13 individuals needed to get access, broad access, that I
14 felt was, like, not commensurate with their job
15 responsibility.

16 Q. And your sense was that Kang Teng, given that
17 person's job role, it wouldn't have been commensurate
18 for them to get the broad access that they were being
19 pressured to get. Is that your sense?

20 A. Correct. And they came to me personally and
21 told me that they didn't want that access, and they
22 didn't know what they were doing. They were scared.

23 Q. You had mentioned that in connection with the
24 acquisition, a number -- Mr. Musk brought a number of
25 people from his other companies to Twitter and that

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1 Q. Any other incident or thing -- something you
2 observed or heard about that caused you to have
3 concerns regarding Mr. Musk's leadership of Twitter?

4 A. I think I covered the most glaring -- the ones
5 that I can remember the most strongly.

6 Q. Did you yourself ever meet with Mr. Musk,
7 whether in person or on videoconference?

8 A. Not in a one-on-one-type setting, but there
9 were three meetings that I had with him.

10 Q. I'm going to ask you some more about each of
11 those meetings. Let's start with the first one.
12 Approximately when did it take place?

13 A. I believe this was November 10th. It was late
14 in the week, and this was shortly after Lea's
15 resignation, Damien's resignation, you-all's
16 resignation.

17 Andy, myself were concerned about the -- from
18 a personal liability standpoint from the consent
19 decree, given that we -- given that we no longer had a
20 CISO. So we wanted some clarification around what he
21 felt about it, and so we had a meeting scheduled
22 between Elon, Alan, and I believe Alex Spiro was there
23 as well.

24 Q. And Andy Sayler was there?

25 A. Andy Sayler.

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1 Q. Was this in the San Francisco headquarters
2 office?

3 A. This was really late at night, so we were --
4 Andy, Alan, and myself, we were virtual. To be
5 honest, I can't -- I don't recall -- I don't recall if
6 Alex was there, like, in the room just because it was
7 -- it was virtual. And, like, we were, more or less,
8 like, centered -- the conversation kind of centered
9 around Elon himself, so...

10 Q. And can you tell me more about what was
11 discussed in that meeting?

12 MS. LONDON: If Alex was present, I don't
13 know -- I don't know if the --

14 MS. KIM: Well, I can break it into
15 pieces. Let me start.

16 BY MS. KIM:

17 Q. Do you remember if Mr. Spiro did any of the
18 talking at this meeting?

19 A. If he did, it was -- it was very little. It
20 was -- it was mostly Elon.

21 Q. Do you remember whether you or Mr. Sayler or
22 Mr. Rosa posed any particular questions to Mr. Musk
23 regarding the concerns you had about personal
24 liability under the FTC order?

25 MS. LONDON: May we pause for a minute?

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1 I just want to make sure that everyone's comfortable
2 with where we're going with this. Even though the
3 lawyer was present -- I'm not expressing an opinion on
4 that, but I want to make sure that Quinn Emanuel is
5 comfortable. I think we need a sidebar.

6 MS. KIM: You want to take five minutes?

7 MR. ADAMS: Yeah, we can take a few
8 minutes.

9 MS. KIM: Okay. Off the record.

10 MS. LONDON: Thanks.

11 (Brief recess from 1:36 p.m. Central to
12 1:42 p.m. Central.)

13 BY MS. KIM:

14 Q. So, Mr. Wilson, we were talking about a
15 meeting that happened on or about November 10th
16 involving you, Alan Rosa, Andy Sayler. And you were
17 meeting with Elon Musk, and you think that Alex Spiro
18 may have also been in the room. Do you recall?

19 A. It was really late at night, and the
20 conference room was somewhat dark. And both Andy,
21 Alan, and I were virtual. So I want to say this was,
22 like, after 10:00 at night. It was pretty late, and
23 the meeting was short. It was approximately 15 minutes
24 -- 15 minutes long.

25 Q. Do you remember what was discussed in that

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1 meeting?

2 A. Yeah. I mean, the primary objective was -- of
3 it was that we had just lost, you know, our CISO and
4 our data protection officer. And there were some
5 questions that Andy and I had had with regards to,
6 like, legal liability with regards to the consent
7 decree.

8

20 Q. And how did Mr. Musk respond?

21 A. Well, to the first question that Andy asked
22 around, like, liability, he was very clear that, you
23 know, he is the single person responsible, you know.
24 Like, it falls on him.

25 He mentioned that he'd just gotten off a call

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1 with the Federal Trade Commission and that everything
2 was good. That relationship was good. He wasn't
3 concerned.

4 And that's about all I can remember. It was a
5 pretty short -- pretty short, quick answer. But,
6 like, unequivocally, we, as in Andy and myself, are
7 not on the hook for it. Like, it is him.

8 Q. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

21 Q. Is there anything else you remember from that
22 meeting that Mr. Musk said regarding the FTC order and
23 whether the company was in shape to comply, anything
24 like that?

25 A. No. It was a pretty short meeting.

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1 Q. And you may have said this already, but is
2 there anything else Mr. Musk conveyed about the call
3 he had with the FTC earlier that day?

4 A. Other than it was just kind of an amusing
5 response. You know, it was just like, "I just got off
6 the call with them, and the relationship is really
7 good." And he mentioned that, like, they're not
8 concerned.

9 Q. Did he mention who at the FTC he had this call
10 with?

11 A. No.

12 Q. Okay. What was your own personal impression
13 of that meeting? Like, when you left that meeting,
14 did you feel reassured? Did you feel that you have
15 nothing left to worry about? What was your impression
16 of how that meeting went?

17 A. I got the answer that I needed for the area of
18 my biggest concern, [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

25 Q. Did you yourself still have concerns from a

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1 Ajimotokin, SGRC."

2 Let me know when you're ready for a question.

3 A. Yeah. I received it, but I don't -- I don't
4 really have any memory of it, so...

5 Q. Do you have any understanding as to why you
6 were BCCed on it?

7 A. No.

8 Q. Would Sandra --

9 A. Other than --

10 Q. Go ahead.

11 A. I was just saying, other than, like, me being
12 a stakeholder in a program.

13 Q. Okay. Was Sandra part of the TMO
14 organization?

15 A. No.

16 Q. Okay. Do you know why these weekly -- and I'm
17 going to start going through a series of these weekly
18 update emails. They all seem to be dated from
19 December.

20 Do you have any understanding as to what
21 prompted these weekly update emails in December?

22 A. No.

23 Q. Okay. Do you know whether there was any
24 directive or instruction from someone in management
25 that people started to have -- had to start sending

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1 weekly updates about what they were working on?

2 A. I mean, I remember -- I remember the -- oh,
3 yeah. Okay. So Elon sent an email and instructed --
4 and it started out as engineers, but it was really
5 addressed to everybody to send a weekly update of
6 everything you were working on.

7 And there was somewhat, like, of a format.
8 And, like, in particular, like, he wanted, like,
9 examples of code; like, things you had done; like,
10 what projects, which initiatives; and, like, my
11 clearest -- there was, like, a clear set of
12 instructions that he wanted.

13 And the reason why I was BCCed, like, on this
14 -- and maybe Andy as well -- is that we -- Andy and I
15 were, like, the two remaining, like, Twitter leaders
16 left. So some people on the team would, like, BCC us
17 just to keep us -- just to keep us in the loop of what
18 we were -- of what we were working on with the infosec
19 organization.

20 And then that distribution list was created --
21 was created in particular. I think it was a couple
22 weeks after the weekly update email process went out
23 for not just engineering-related work. It was all
24 infosec-related work.

25 So I think, you know, it may have come up in

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1 through and do this cleanup exercise with HR. So
2 that's what that's referring to.

3 Q. So this cleanup, or this sort of fast-track
4 process that you and Andy developed, that was due to
5 the volume of terminations that the company was
6 undergoing after the acquisition?

7 A. Yeah. I mean, you would never build your
8 processes with these cases in mind. Like, that's --
9 it was kind of an extreme scenario, so...

10 Q. Were you given -- there was a significant
11 number of layoffs that occurred on November -- around
12 November 4th. Do you recall that?

13 A. I recall most of them, and I don't think all
14 of them. There was quite a few.

15 Q. And if I tell you that the November 4th
16 layoffs approximated roughly almost half of the
17 workforce, roughly 50 percent of the workforce, does
18 that sound consistent with your recollection?

19 A. That is -- that is close to accurate, yes.

20 Q. Were you or Andy or anyone from your teams
21 given a heads-up that there would be such a
22 significant number of Tweeps being offboarded all at
23 once?

24 A. Yes.

25 Q. Okay. About how much advance notice were you

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1 given?

2 A. I was told -- I remember because I was at -- I
3 remember because I was at a Halloween play with my
4 daughters, and I had -- and I had to leave and not see
5 my daughter's first play.

6 The head of HR called me and mentioned that
7 Elon wanted to start the termination process that
8 weekend. And that was -- that would have been
9 October, like, 29th, so that Saturday. Again, dates
10 with me are, like, pretty bad, so that would have
11 been, like, that Saturday.

12 And Kathleen Pacini, who was the head of,
13 like, HR at the time, like, they were very nervous and
14 not confident that they could execute it. Nor was I,
15 given that we were -- she was told, like, the numbers
16 were significantly higher than 50 percent.

17 So that was the first I learned of it. And
18 then I already, more or less, had a plan and runbook
19 in place. So I started executing upon that and kind
20 of putting a more detailed plan in place involving
21 Andy. And, thankfully, cooler heads prevailed, and
22 the layoff got pushed to November 4th.

23 Q. And by then, is that when you and Andy were
24 able to come up with a fast-track system that would
25 try to ensure that the access would be cut off for a

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| Category | Percentage |
|----------|------------|
| 1. | 100% |
| 2. | 95% |
| 3. | 90% |
| 4. | 95% |
| 5. | 98% |
| 6. | 85% |
| 7. | 15% |
| 8. | 90% |
| 9. | 100% |
| 10. | 85% |
| 11. | 90% |
| 12. | 15% |
| 13. | 40% |
| 14. | 90% |
| 15. | 100% |
| 16. | 95% |
| 17. | 85% |
| 18. | 98% |
| 19. | 100% |
| 20. | 75% |
| 21. | 35% |

22 Q. Who made the decision to move out of the
23 Sacramento data center?

24 A. I mean, I did not see a directive or order,
25 but I think it's fair to say that most of the

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1 direction orders came directly from, like, Elon
2 himself. So nothing was ever written down. There was
3 no email that was sent out. This is something that we
4 were told from Christopher Stanley and Josh during
5 that time.

6 Q. And was Mr. Musk driving the decision on how
7 quickly that Sacramento data center had to be shut
8 down?

9 A. I wasn't privy to that. It's likely
10 Christopher Stanley or Josh that knew the actual,
11 like, dates of when we had to be out.

12 Q. And is it your sense that they would have --
13 in a circumstance like this, they would have been
14 getting their instructions or directives from Mr. Musk
15 himself?

16 A. Yes, that's correct.

17 MS. KIM: I'm going to mark the next
18 exhibit Exhibit 8.

19 (Exhibit No. 8 was marked.)

20 BY MS. KIM:

21 Q. This is a -- I'll give you time to page
22 through it. I'm going to have questions for you about
23 the discussion that starts on Page 3.

24 While you're scrolling through in the
25 meantime, I'll note for the record, this is a thread

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1 Q.

[REDACTED]

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1

[REDACTED]

Wilson

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1 REPORTER'S CERTIFICATE

2

3 I certify that the witness in the foregoing
4 videoconference deposition, SETH WILSON, was by me
5 duly sworn remotely to testify in the within entitled
6 cause; that the said deposition was taken at the time
7 and place therein named; that the testimony of said
8 witness was reported by me, a Shorthand Reporter and
9 Notary Public of the State of Tennessee authorized to
10 administer oaths and affirmations; that there was a
11 request that the witness read and sign this
12 deposition; and said testimony, Pages 1 through 193,
13 was thereafter transcribed into typewriting.

14 I further certify that I am not of counsel or
15 attorney for either or any of the parties to said
16 deposition, nor in any way interested in the outcome
17 of the cause named in said deposition.

18 IN WITNESS WHEREOF, I have hereunto set my
19 hand the 10th of May, 2023.

20

21

22

23 s/Pamela P. Willis

24 Pamela P. Willis, TLCR No. 229

25 My Commission Expires: 11/3/2025

For The Record, Inc.
(301) 870-8025 - www.ftrinc.net - (800) 921-5555

I hereby certify that I have read and examined the
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foregoing transcript, and the same is a true and accurate record of
the testimony given by me.

Any additions or corrections that I feel are necessary,
I will attach on a separate sheet of paper to the original
transcript.

Eth R Wilson

WITNESS NAME